

Commercial Tourism Use of Marina Park Commercial Tour Pier

Job # 53-20-PK

Issue Date: November 19, 2020

Due Date: December 4, 2020-5:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

Commercial Tourism Use of Marina Park Commercial Tour Dock

File with Purchasing Agent, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Proposals received later than **5:00 p.m. December 4, 2020 will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at http://www.kirklandwa.gov/. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A Service Provider response that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 19th Day of November, 2020

Greg Piland Financial Operations Manager

Background Information

The City of Kirkland is located on the eastern shore of Lake Washington. It is a suburban city, surrounded by other suburban cities and pockets of unincorporated King County. The City is near several major transportation routes including Interstate 405, State Route 520, and Interstate 5. These routes connect the City economically and socially to the greater Seattle area.

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current estimated population is 88,940. Kirkland is the twelfth largest city in the State of Washington and the sixth largest in King County.

Since its incorporation, Kirkland has grown in geographic size to eighteen square miles - approximately twenty times its original size. This growth occurred primarily through the consolidation of the cities of Houghton and Kirkland in 1968, the annexations of Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011.

Purpose and Background

This REQUEST FOR PROPOSAL (RFP) represents a publicly advertised and competitively awarded solicitation by the City of Kirkland, Department of Parks and Community Services, for a business to moor an operation of commercial, charitable, or educational tourism use of the commercial tour dock portion of the City of Kirkland Marina Park pier. The Department is seeking and will select a company that best demonstrates the ability to safely utilize the commercial tour dock while providing innovative, affordable and reliable products and services to tourists and the Kirkland community, while paying a reasonable fee to the City of Kirkland.

Tenant improvements may be considered depending on the extent of the improvement, integrity of the pier, the usefulness and community benefit of the improvement.

Performance Schedule

Agreement(s) awarded will be for a one-year term, January 1, 2021 to December 31, 2021.

The Department reserves the right to approve or disapprove any proposed business activity. The City of Kirkland will not be liable for any expense or cost associated with the preparation and/or submittal of a Vendor's response to this RFP.

If you are awarded an Agreement, agreement rights may <u>NOT</u> be sold, transferred or given to anyone else. You must operate the agreement awarded to you.

Scope of Work

Occupy a commercial tour boat pier portion of Marina Park dock with a business providing commercial, charitable, or educational tourism activities that appeal to the Kirkland residential and business community and draw out-of-town visitors. Tourism activities may not include public commuter use or operations solely for personal pleasure.

The City of Kirkland Commercial Tour Boat Pier is located within Moss Bay of Lake Washington at City of Kirkland Marina Park, 25 Lakeshore Plaza Drive, Kirkland. All applicants are encouraged to visit the site prior to submitting a proposal. The tour boat pier section of the dock (highlighted) is 100 linear feet and is available for a one year term.

It is the responsibility of the applicant to visit the site and verify site is adequate to safely support the equipment and services intended to operate. Any suggested modifications or improvements to the dock shall be at the sole expense of the successful bidder and will require advance written approval



from the City of Kirkland Parks and Community Services Director. Desired tenant improvements must be included with response as outlined in Submittal Requirements section below.

In consideration for the right and privilege to conduct business at the City of Kirkland Marina Park dock, the bidder must agree to pay the City of Kirkland an annual fee.

Contract Requirements and Fees

If your proposal is accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

1. Compliance with Law/City of Kirkland Business License

- Contractor must obtain and provide a copy of a City of Kirkland Business License and otherwise comply with Kirkland Municipal Code Chapter 7.02.
- The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes, including those applicable to the City of Kirkland commercial tour boat pier, its utilization, and boats or vessels mooring thereto. Said rules and regulations are codified in Chapter 14.36 of the Kirkland Municipal Code.
- All vessels must comply with applicable city, state and federal laws, such as regarding noise levels; vessel registration and licensing of crew; and safety regulations.
- Contractor must provide a U.S. Department of Homeland Security U.S. Coast Guard Certificate of Inspection for all vessels and crew credentials.

2. Insurance

• Contractor shall obtain and maintain for the duration of this agreement, policies of comprehensive marine and/or general liability insurance with limits set in KMC 14.36.170 (currently \$1,000,000 per occurrence, \$3,000,000 aggregate) with an insurer having no less than an A.M. Best rating of A VII and authorized to do business in the State of Washington. A \$2,000,000 products/completed operations aggregate is required for contractors that prepare food. The insurance policy shall be written on an occurrence basis. The City shall be named as an additional insured and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Certificate of insurance shall be filed with the City prior to vendor providing services.

3. Alcohol Requirements – Liquor License and Liquor Liability

- For business operations which include alcohol service:
 - Proof of Liquor Liability insurance coverage must be included in the insurance documents listed above; and
 - A copy of Washington State Liquor and Cannabis Control Board Liquor License.

4. Health Permit

• It will be the contractor's responsibility to contact, arrange and comply with specific Seattle-King County Health Department requirements. A copy of a current Seattle-King County Health Department permit must be provided prior to commencing operations.

5. COVID-19 Safe Operations

- It will be the responsibility of the contractor to operate within accordance of current public health orders of the Centers for Disease Control (CDC), Public Health: Seattle and King County, the Washington State Department of Health (DOH), and the Washington State Governor. While in operation and to minimize the risk of COVID-19, the contractor will be required to follow all health directions, including those related to staff and customer social distancing, monitoring staff and customers for illness, providing and requiring personal protective equipment, gathering, crowd, and capacity size limitations, and to provide consistently clean and sanitized operations. It will be a requirement of the contractor to submit a written safety plan which demonstrates a detailed plan to comply.
- Contractor will also be required to immediately cease or modify operations during public health closures and restrictions until notified otherwise by the City. The City is not responsible for contractor's financial loss resulting from public health closure(s) or restrictions.

6. Contract Agreement (Not Lease)

• The successful bidder understands and agrees that the City of Kirkland Parks and Community Services Department will only grant space by the contract, and not lease. Contract(s) will only confer permission to occupy and use the premises for

described purposes. A successful bidder's expenditure of capital and/or labor in the course of use and occupancy will not confer any interest or estate in the premises by virtue of said use, occupancy and/or expenditure of money thereon. The City of Kirkland Parks and Community Services Department will only grant successful bidders ("Contractors") an individual, revocable and non-transferable privilege of use on the premise for the concession granted. A sample, "Agreement for Use of the Marina Park Commercial Tour Boat Pier" is included for review.

7. Payment

• In consideration for use of the section of commercial tour pier, the awarded bidder shall pay the City of Kirkland annually for the term of the Agreement an amount to be proposed by the bidder and agreed to by the City of Kirkland, with payment due on or before January 10, 2021.

Submittal Requirements

Proposals should be prepared simply, providing straight forward, concise descriptions of the applicant's capabilities to satisfy the requirements of the request.

Proposals must include the following:

- 1. A description of qualifications, including:
 - Business experience
 - How long in business
 - Description(s) of business(es)
 - Number of employees; and
 - Any bankruptcy notices or filings
- 2. A business plan, including:
 - A complete description of proposed business operations and services.
 - Detailed information on the Contractor's proposed fee schedule for items and/or services proposed and any variation for non-routine services, inclusive of Washington State sales tax; leasehold excise tax and any other applicable governmental charges.
 - A statement outlining how the contractor will document and report revenues and expenditures.
- 3. Tenant improvements:
 - Improvements may be considered depending on the integrity of the pier, the usefulness and community benefit.
 - Submit proposals for building or dock improvement or building or dock development for the site (or both). Include visual concepts or drawings to guide us through your proposal. Technical designs and plans are not needed at this time.
 - Note any modifications or improvements required either by King County Public Health, environmental approvals, the City of Kirkland Planning and Building Department, etc. Any modifications or improvements desired by the bidder shall be installed at the sole expense of the bidder and requires advance written approval from the Kirkland Parks and Community Services Department. It is the responsibility of the bidder to obtain all applicable permits needed to install any modifications or improvements. The modifications and improvements shall become the property of the City of Kirkland upon

completion of installation provided the bidder shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect.

- 4. Proposed compensation to be paid to the City:
 - Please detail the monthly moorage schedule for the 100 linear feet of dock space included in this Agreement to be paid to the City this shall be listed as a monthly rate, but is due January 10, 2021 as outlined above.
- 5. A description of how operations will incorporate COVID-19 limitations while simultaneously striving for success.
- 6. Examples of relevant projects:
 - Provide information about similar projects or clients for whom you have completed projects or provided similar operations and services.
- 7. References:
 - Please provide three Business/Financial references.
 - Please provide three Client references.
 - References could include financial institutions, suppliers, insurance companies, clients, etc. Do not use the same references for both Client References and Business References.

Proposal Submittal Instructions

Please note: The following general requirements are mandatory for all proposals. Proposals submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted.

- 1. All proposals sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB.
- 2. If paper proposals are being submitted, they must consist of one original and one copy.
- 3. Please include your name, business name, business address, email address, phone number and fax number.
- 4. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principle place of business, phone numbers and primary contact person.
- 5. The proposal must be signed by an official who is legally authorized to bind the organization.
- 6. Complete, sign and submit all RFP forms provided by the Department.
- 7. To be evaluated, a proposal must address all requirements and instructions contained within.
- 8. Provide all references and materials required by the RFP instructions within.

Questions: Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to Jairid Hoehn, Business and Customer Service Supervisor, at jhoehn@kirklandwa.gov. Questions regarding the RFP process should be addressed to Greg Piland, Finance Operations Manager, at gpiland@kirklandwa.gov.

Submittal Instructions: Proposals must be received by no later than 5:00 p.m. on Friday, December 4, 2020.

We encourage proposals to be submitted by email. Emailed proposals should include, "Commercial Tourism Use of Marina Park Commercial Tour Pier" in the subject line and be addressed to purchasing@kirklandwa.gov. Emailed proposals must be in MS Word or PDF format and cannot exceed 20MB.

As an alternate to email, proposals (original and one copy) can be mailed to:

City of Kirkland

ATTN: Greg Piland – 53-20-PK

123 5th Avenue Kirkland, WA 98033

Submittal Deadlines

The Department's schedule for review of the RFP submittals and final selection of the Contractor is as follows:

November 19, 2020 RFP Packages Available

November 24, 2020 Deadline for questions: 5:00 p.m. November 27, 2020 Responses to questions posted

December 4, 2020 Request for Proposal Submittals Deadline: 5:00 p.m.

December 7 – December 9, 2020 Evaluation Period – may include interviews

December 17, 2020 Contract Awarded

Selection Criteria

A panel of City staff will review the qualified bids and qualifications as submitted in this RFP process. The panel will score the RFP submittals, determine the highest qualified applicants, conduct interviews as necessary, and make a final recommendation to the Parks and Community Services Director regarding the award.

Selection Process

A selection committee will review all proposals, select finalists and may conduct interviews prior to making the final selection of the consultant. The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project.

Prior to the commencement of work, the City and the selected consultant will meet to settle contract details. A letter notifying the consultant of the City's award will constitute notice to proceed. The City is not responsible for any costs incurred by the consultant in the preparation of the proposal. Once submitted to the City, all proposals will become public information.

Contract

The Consultant and the City will execute an Agreement for Use of the Marina Park Commercial Tour Boat Pier (Attachment A).

Cooperative Purchasing

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, provided that the consultant agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.

Public Disclosure

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

DBE Participation

The City encourages DBE firms to submit qualifications and encourages all firms to team with DBE firms in their pursuit of this project.

Americans with Disabilities Act (ADA) Information

The City of Kirkland in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing the RFO Coordinator listed above.

Sample Agreement – Agreement for Use of the Marina Park Commercial Tour Boat Pier

SAMPLE AGREEMENT FOR USE OF THE MARINA PARK COMMERCIAL TOUR BOAT PIER BETWEEN THE CITY OF KIRKLAND AND
This Agreement is made and entered into by and between the City of Kirkland (City), a municipal corporation, and, whose address is
GRANT OF COMMERCIAL DOCK USE
In consideration of the fees and agreements herein agreed to by, the City hereby grants permission to moor on the north side of the City's Marina Park Commercial Tour Boat Pier, located within Moss Bay on Lake Washington and Kirkland Marina Park, 25 Lakeshore Plaza Drive, Kirkland, subject to the following terms and conditions.
acknowledges the use of their vessel shall be for the express purpose of and no pubic commuter use is allowed from the commercial tour dock under this agreement.
shall not place any type of signage or advertisement without written permission and any required permits from the City. Any expense for such signage or advertisement will be at sole expense.
Both parties agree the City of Kirkland is not a co-sponsor of activities.
COMPENSATION
In consideration for this permit, shall pay the City for the term of this Agreement on or before January 10, 2021.
TERM OF AGREEMENT
The term of this agreement shall be for the period beginning January 1, 2021, ending December 31, 2021.
LICENSING AND PERMIT REQUIREMENTS
shall, at its own expense, obtain all necessary licenses and permits for the operation hereunder from appropriate local, regional, state and federal agencies shall obtain a City of Kirkland Business License.
Any modifications or improvements to the point of sales area or business operations areas required by King County Public Health or the City of Kirkland, etc., or any modifications or improvements desired by shall be installed at the sole expense of and will require advance written approval from the City of Kirkland Parks and Community Services. It is

the responsibility of to obtain all applicable permits needed to install the modifications or improvements. The modifications and improvements shall become the property of the City of Kirkland upon completion of installation; provided shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect.
INDEPENDENT CONTRACTOR
It is understood and agreed that this is not a contract of employment and is an independent entity with respect to the business hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Any assistants or other help used by are the employees of and in no manner employees of the City shall be responsible in full for any payment due its employees, including workers compensation and related costs.
INSURANCE
shall obtain and maintain for the duration of this Agreement, policies of comprehensive marine and/or general liability with combined single limits of not less than \$1,000,000.00 per occurrence, \$3,000,000.00 general aggregate with an insurer having no less than an A.M. Best's rating of A VII and authorized to do business in the State of Washington. A \$2,000,000.00 products/completed operations aggregate is required for contractors that prepare food. The insurance policies shall be written on an occurrence basis. The City shall be named as an additional insured and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Certificate of Insurance shall be filed with the City prior to providing services.
SAFE OPERATIONS REQUIREMENT is required to mirror the City's facility closure cancellations related to weather, air quality, and public health, and is required to close facilities immediately if necessary 's services shall remain cancelled until notified by the City operations may resume. The City is not responsible for s financial loss resulting from air quality, public health, or weather-related closure(s).
shall comply with current Washington State and U.S. Coast Guard water safety laws is required to provide in each vessel a U.S. Coast Guard Approved life jacket for each person on board and one Type IV throwable device for vessels over 16'. Life jackets must be the proper size for the intended wearer.
Per the Clean Water Act (CWA): All spills of oil or hazardous substance into navigable waters as defined by the Clean Water Act (CWA) and all spills of a reportable quantity of hazardous substances (40 CFR Part 302) must be immediately reported by the spiller to the National Response Center (NRC). The NRC will contact appropriate local U.S. Coast Guard (USCG) or

Environmental Projection Agency (EPA) offices. Notifying state offices does not relieve the spiller from federal requirements to notify the NRC nor vice versa. National Response Center

(NRC) (800) 424-8802 Toll Free. All spills of oil into Washington State Waters must be

immediately reported to the Washington State Emergency Management Division. Marine casualties, disabled vessels or near-miss incidents should also be reported. The City of Kirkland Public Works water pollution division (425) 587-3900 and Parks and Community Services Departments (425) 587-3330 must also be immediately notified.

Prior to commencement of business operations and to prevent the possibility of pollutions, _____ will be provided information regarding required best business practices for on-site exterior cleaning of vessels.

COVID-19 SAFE OPERATIONS

Due to the COVID-19 global pandemic and the, "Stay Home, Stay Healthy" proclamation of Washington State Governor Jay Inslee, except as otherwise provided for herein,
agrees to conduct business operations pursuant to the terms and conditions within, and in accordance with all public health orders of the Centers for Disease Control (CDC), Public Health Seattle and King County, the Washington State Department of Health (DOH), and the Washington State Governor agrees to immediately cease or modify operations during public health closures and restrictions until notified by the City. The City is not responsible for 's financial loss resulting from public health closure(s) or restrictions. The City will pro-rate the Agreement lease fee payment during COVID-19 related closures only. While in operation, to minimize the risk of COVID-19, agrees to follow all health directions including those related to staff, volunteer, and customer social distancing, monitoring staff, volunteers, and customers for illness, personal protective equipment for customers, staff, and volunteers, gathering size and capacity size limitations, and agrees to maintain clean and sanitized operations must submit a written COVID-19
Safety Plan to the City which demonstrates how plans to comply with such orders.
HOLD HARMLESS/INDEMNIFICATION
To the greatest extent allowed by law the shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with
performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the and the City, its officers, officials, employees, and volunteers, the
's liability hereunder shall be only to the extent of the's negligence. It is further specifically and expressly understood that the indemnification provided
herein constitutes's waiver of immunity under Industrial Insurance, Title 51
RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated
by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

TOBACO-FREE PARKS POLICY

To help protect the health, safety a	and welfare of the citizens of our city, the use of tobacco or
other unapproved nicotine delivery	products is always discouraged in all city parks and outdoor
recreational facilities.	will refrain from the use of any form of tobacco at or on
any City-owned or operated outdoo	or park or facility, which includes, but is not limited to, any
park, playgrounds, athletic fields, s	skate parks, aquatic areas, shelters, restrooms, trails, and
parking lot area.	

TERMINATION OF AGREEMENT

Each and all of the terms and conditions herein set for and contained are expressly made
terms, covenants, agreements and conditions thus a breach of any one of them by
shall constitute a breach of this agreement. In the event shall fail to comply with any
of the terms, covenants, agreements and conditions of this Agreement, or in the event
violates any local, City, County, State or Federal laws, in connection with the operation hereunder, upon giving ten days advance written notice, the City may terminate this Agreement as provided herein. Provided, the Parks Director may order to cease operations hereunder immediately at any time should the Parks Director determine the operation is detrimental to public safety, health or welfare. In the event of termination of this Agreement all the rights, licenses and privileges herein contained shall be terminated and shall have no further rights hereunder, and it shall be lawful for City immediately thereafter to remove all property of from said premises.
In addition, either party may terminate this Agreement, without cause, upon 365 days written notice to the other party. In the event of termination of this Agreement, all of the rights, licenses and privileges conferred by this Agreement shall be terminated on the effective date of
termination, and shall have no further rights under this Agreement and it shall be lawful for the City immediately thereafter to remove all property of from the premises. If this Agreement is terminated early any full months remaining in the current year will qualify for a prorated refund.
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EXTENT OF AGREEMENT/MODIFICATION

This agreement, together with all attachments and addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by written instrument properly signed by both parties hereto.

SUCCESSORS AND ASSIGNS

_____ shall not assign any of its obligations under this Agreement without the prior written consent of the City.

NONDISRIMINATION

BUSINESS NAME

_____ shall, in employment made possible or resulting from this Agreement, ensure there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

In witness whereof, the parties hereto have executed this Agreement on the dates written below:

Ву:		Ву:	
	Signature		Signature
	President Name		Lynn Zwaagstra, Director
	Vendor Business Name		City of Kirkland Parks and
			Community Services Department
	Address		123 5 th Avenue
	City, State, Zip		Kirkland, WA 98033
Date:		Date:	

CITY OF KIRKLAND